

COOPERATIVE FUNDING AGREEMENT

**BETWEEN
THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
LEON COUNTY
FOR
CONSTRUCTION OF THE
OKEEHEEPKEE PRAIRIE REGIONAL STORMWATER TREATMENT FACILITY**

THIS AGREEMENT, made and entered into this ____ day of _____, 2005, by and between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public entity created by Chapter 373, Florida Statutes, as amended, for itself, herein after collectively referred to as the "DISTRICT," and Leon County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS, the Northwest Florida Water Management District (DISTRICT), Leon County (COUNTY), and Florida Communities Trust (FCT) obtained and provided funds to purchase approximately 26 acres of land north of Fuller Road adjacent to Meginniss Arm of Lake Jackson for multiple purposes, including construction of a regional stormwater treatment facility (RSTF) and public recreational and environmental education facilities (hereinafter referred to as the "PROJECT"); and

WHEREAS, the Florida Legislature enacted Chapter 87-97, Laws of Florida, of which sections 1 through 6 are the Surface Water Improvement and Management (SWIM) Act; and

WHEREAS, the SWIM Act charges the DISTRICT with certain planning and implementation duties for the improvement and management of surface waters of regional and statewide importance; and

WHEREAS, Lake Jackson, in Leon County, Florida, is a state-designated Aquatic Preserve and Outstanding Florida Water, and is the second highest priority waterbody on the SWIM Priority List for Northwest Florida; and

WHEREAS, the DISTRICT and the COUNTY have jointly developed the Lake Jackson Management Plan, Lake Jackson Regional Stormwater Retrofit Plan and the Okeehoopkee Basin Stormwater Alternatives Analysis and Plan all of which seek to reduce nonpoint source pollution loading to Lake Jackson and include technical descriptions of the proposed Fuller Road RSTF; and

WHEREAS, the DISTRICT SWIM program has provided funding for designs and permitting

associated with the PROJECT; and

WHEREAS, the DISTRICT has budgeted a portion of its Florida Forever Capital Improvements Funding to assist with the construction of the RSTF on the Fuller Road property and has budgeted other funds to assist with the project implementation; and

WHEREAS, the COUNTY has budgeted funds for the construction of the Fuller Road RSTF as part of its stormwater management capital improvements program.

NOW, THEREFORE, in consideration of services to be performed for the public benefit hereunder, the DISTRICT and the COUNTY agree as follows:

A. The DISTRICT Agrees:

1. To contract for the construction of the RSTF and to provide up to \$600,000 of Florida Forever funds provided to the DISTRICT pursuant to the Florida Forever Act (Section 259.105, Florida Statutes) for the cost of constructing the RSFT, subject to availability of funds and Governing Board approval.
2. To administer all aspects of the construction contract(s) pursuant to Florida Statutes, as applicable.
3. To provide construction inspection associated with the implementation of the Okecheepkee Prairie RSTF project for project approval and payment purposes, as needed.
4. To recognize the COUNTY as a primary funding sponsor on all signs, reports, publications, press releases, or other publication, and at any public event or ceremony related to the project. The DISTRICT shall provide at least seven days prior notice of any press release, public event, or ceremony related to the project and shall allow COUNTY staff to review and edit applicable wording of any press release, report, signage, or other publication. The COUNTY will provide COUNTY logo stickers and graphics for project information signs and published materials.

B. The COUNTY Agrees:

1. To provide land necessary for construction of the PROJECT on the Fuller Road properties acquired in April 1999 by Leon County with the FCT and DISTRICT EPA funds.
2. To provide the District up to \$700,000.00 construction funds within 30 days of receipt of a properly documented invoice from the District. Invoices will represent one hundred percent (100%) of each contractor payment, up to the contracted bid amount, including any amendments approved by the DISTRICT and COUNTY.

3. To own, operate and maintain the PROJECT in accordance with permits issued by Leon County, the Florida Department of Environmental Protection, the U.S. Army Corps of Engineers and other regulatory agencies, as applicable, and to provide all future funding needed for operation and maintenance.
4. All non-construction activities shall be provided with COUNTY funds.
5. To recognize the DISTRICT as a primary funding sponsor on all signs, reports, publications, press releases, or other publication, and at any public event or ceremony related to the project. The COUNTY shall provide at least seven days prior notice of any press release, public event, or ceremony related to the project and shall allow DISTRICT staff to review and edit applicable wording of any press release, report, signage, or other publication. The DISTRICT will provide DISTRICT logo stickers and graphics for project information signs and published materials.

C. It is mutually understood and agreed that:

1. The DISTRICT shall have no liability or responsibility to the COUNTY, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the COUNTY and its contractors or any other person or entity associated with the PROJECT as a result of, or arising out of the COUNTY's use of DISTRICT funds.
2. This Agreement shall remain in effect for one year following execution, unless extended by mutual written consent (formal Amendment).
3. This Agreement may be terminated by either of the parties upon at least 30 days written notice.
4. The DISTRICT may unilaterally cancel this AGREEMENT for refusal by the COUNTY to allow access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this AGREEMENT.
5. **Public Entity Crime** – A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Discriminatory Vendor List – “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”
7. Notices provided for in this contract shall be delivered to the COUNTY by delivery to the COUNTY Project Manager and to the DISTRICT by delivery to the DISTRICT Project Manager. The Project Managers are:

LEON COUNTY

Theresa B. Heiker, P.E.
Stormwater Management Coordinator
Leon County Public Works
2280 Miccosukee Road
Tallahassee, Florida 32308

Phone: 488-8003

Fax: 488-1260

Email: THERESAH@leoncountyfl.gov

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

Lee Marchman, P.E., MLT(ASCP)
Chief, Surface Water Management Bureau
81 Water Management Drive
Havana, Florida 32399-3700

Phone: 539-5999

Fax: 539-2777

Email: lee.marchman@nwfwmd.state.fl.us

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA**

By: _____
Douglas E. Barr, Executive Director

By: _____
Cliff Thael, Chairman

Date: _____

Date: _____

ATTEST

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

By: _____

APPROVED AS TO FORM

Douglas L. Stowell, Esq.
NWFWM General Counsel

Herbert W.A. Thiele, Esq
County Attorney